

SECTION 9
ATTACHMENT F
DEVELOPMENTALdevelopmental HOMEome THIRDthird PARTYarty
AGREEMENTgreement

ARIZONA DEPARTMENT OF ECONOMIC SECURITY

DIVISION OF DEVELOPMENTAL DISABILITIES

QUALIFIED VENDOR SUPPORTED

DEVELOPMENTAL HOME AGREEMENT

I. This Agreement is between the Arizona Department of Economic Security (the ~~“Department or “DES” or Department~~), Division of Developmental Disabilities (~~DDD or the “Division” or “DDD”~~), the Qualified Vendor, and the licensed Developmental Home Provider(s). This Agreement is effective the last date of signature and shall terminate upon termination of the Qualified Vendor Agreement, ~~or~~ as amended by mutual agreement of all parties, or on termination of the Developmental Home Provider License. This Agreement ~~covers only~~ applies to Habilitation, Vendor Supported Developmental Home (Child and Adult) and Room and Board, Vendor Supported Developmental Home (Child and Adult). This Agreement when executed provides the basis for Provider Indemnity Pool (“PIP”)ⁱ coverage pursuant to Arizona Revised Statutes (“A.R.S.”) § 41-621(B).

Qualified Vendor Name	FEI Number	Site Code
Developmental Home Provider Name ⁱ	SSN or FEI	

ⁱ The Developmental Home Provider Name must match the name listed on the Developmental Home License issued by the Department’s Office of Licensing, Certification, and Regulation (“OLCR”)

Signatures to Agreement:

Signature of Developmental Home Provider Signatory	Date
Signature of Developmental Home Provider Secondary	Date
Signature of Qualified Vendor	Date

Signature for The Division of Developmental Disabilities	Date
--	------

II. The Qualified Vendor for Vendor Supported Developmental Home (Child and Adult) ~~shall will~~:

- A. ~~Enter into a subcontract with the Developmental Home Provider for direct services under the Qualified Vendor Agreement. The subcontract shall incorporate by reference the Qualified Vendor Agreement. The Qualified Vendor shall provide copies of the subcontract relating to the provision of Qualified Vendor Agreement service(s) to the Division upon request. The Qualified Vendor shall be legally responsible for Agreement performance. The subcontract may not operate to terminate or limit the legal responsibility of the Qualified Vendor to assure that all activities carried out by the Developmental Home Provider conform to the requirements of the Qualified Vendor Agreement.~~
- B. ~~A.~~ Share all known unprivileged information about each ~~member~~~~consumer~~ with the Developmental Home Providers.
- C. ~~B.~~ Provide the Developmental Home Providers, at the time of each ~~member's~~~~consumer's~~ placement, or within five (5) working days, the ~~member's~~~~Consumer's~~ ~~p~~Placement ~~p~~Packet which includes written planning documents [e.g., Individual Support Plan ("ISP")], Behavior ~~Management~~ Plans, and other pertinent information such as confidential information on health, education, and social aspects of the ~~member~~~~placed~~ ~~consumer~~.
- D. ~~C.~~ Develop an planning document (e.g., ISP) for each ~~member~~~~consumer~~ with the involvement of the Developmental Home Provider(s).
- E. ~~D.~~ Assess progress toward achievement of the member's planning document outcomes~~ISP goal(s)~~ with participation of the Developmental Home Provider(s).
- F. ~~E.~~ Arrange or facilitate access to services to meet each ~~member's~~~~consumer's~~ needs.
- G. ~~F.~~ Advise and assist each ~~member~~~~consumer~~ and other people ~~those~~ important to the member~~them~~ to understand the nature of a developmental home placement.
- H. ~~G.~~ Facilitate and assist in ~~the maintenance~~ of each ~~member~~~~consumer's~~ maintaining~~constructive~~ relationships with the ~~member's~~~~consumer's~~ family and other people important to ~~persons in the~~ ~~member~~~~consumer's~~ life.
- I. ~~H.~~ Work with the Developmental Home Provider's schedule to facilitate visitation with ~~members of~~ each ~~member's~~~~consumer's~~ family and other people important persons into the ~~member~~~~consumer's~~ life.

J. ~~I.~~ Work with the Developmental Home Provider(s) toward meeting the special needs of each ~~member~~consumer.

K. ~~J.~~ Be available to provide assistance in emergencies ~~with~~for the member ~~a consumer~~.

L. ~~K.~~ Provide monthly consultation and supports to the Developmental Home Provider to support the needs of ~~each member~~the individual placement; this may include, but not be limited to, respite relief, programmatic support, monthly developmental home provider support groups, etc.

M. ~~L.~~ Work cooperatively with all entities for continuity of services for the ~~member(s)~~consumer.

N. ~~M.~~ Play an active role in ensuring that services with other involved entities, including day treatment and training providers, health care providers, and schools are coordinated to meet the needs of the ~~member(s)~~consumers served.

O. ~~N.~~ Develop and implement strategies for recruitment, training, home studies and recommendation for licensing or certification, and re-licensing or re-certification of homes, and methods for monitoring and retention of homes that protect the physical, emotional, and mental well-being of the ~~member(s)~~consumer.

P. ~~O.~~ As needed, participate and cooperate with the Developmental Home Provider(s) and the Department for the development and implementation of Corrective Action Plans.

~~P. Developmental Home Providers may not be released to another Qualified Vendor while under a Corrective Action Plan unless all parties (provider, both Qualified Vendors and The Department) are in agreement and state such in writing, signed and dated.~~

Q. Provide or arrange for training to Child Developmental Home providers as approved by the Division. The training curriculum shall meet the standards required by the Department for foster care licensure. Training shall include the approved child welfare curriculum and Division-approved training specific to meeting the developmental and programmatic needs of children in foster care. The child welfare training must be delivered by an individual certified by the Department to provide this training.

R. Establish, support, and maintain licensed/certified developmental homes to meet the needs of ~~member(s)~~individuals with developmental disabilities.

S. Monitor developmental homes for compliance with all applicable requirements and make them available to the Division upon request.

T. Assist the ~~member's~~consumer's planning ISP team in assessing the referred ~~member~~consumer for an appropriate match with the licensed developmental home and participate ~~as a team member~~ in the development of the planning document (e.g., ISP).

U. Facilitate the completion of this Agreement.

V. Ensure that the developmental home site is documented in the ~~electronic current approved~~ Division's -Qualified Vendor Application and Directory System ("QVADS"). Each physical location shall be documented and updated as necessary to ensure the information is current and accurate.

W. Not release a Developmental Home Provider to another Qualified Vendor if the home is under a Corrective Action Plan unless all parties (the Developmental Home Provider, both Qualified Vendors, and the Department) agree in a signed and dated written document.

X. Cooperate with other Qualified Vendors in transferring the Developmental Home Provider's license by sharing licensing information with the new vendor and releasing licensing records (with appropriate consent from the Developmental Home Provider) to the new vendor.

III. The Developmental Home Provider(s) shall:

A. Enable ~~the member(s) consumer~~ to acquire knowledge and skills and be a member of his/her community based on his/her own choices.

B. Provide training and supervision for the ~~member(s) consumer~~ to increase or maintain his/her self help, socialization, and adaptive skills to reside and participate successfully in his/her own community.

C. Develop positive relationships for ~~the member(s) consumers and their families~~.

D. Provide opportunities for ~~member(s) consumers~~ to interact socially with the host family, their own family, friends, and the community ~~at large~~, including providing information regarding and facilitating access to community resources.

E. Assist the ~~member(s) consumer~~ in achieving and maintaining a quality of life that promotes the ~~member's consumer's~~ vision ~~for~~ the future and priorities.

F. As identified in the ~~member's consumer's~~ planning document (e.g., ISP) and support plan, provide a broad array of support services such as:

- i. Assistance and training related to personal and physical needs and routine daily living skills;
- ii. Implementing strategies to address behavioral concerns, developing behavior intervention programs, and coordinating with behavioral health programs to ensure proper review of medication treatment plans;

- iii. Ensuring that the health needs of the ~~member~~~~consumer~~ are being met, including providing follow-up as requested by the ~~member's~~~~consumer's~~ ~~Primary Care~~ ~~Provider~~~~physician~~ (~~"PCP"~~) or medical specialist;
 - iv. Implementing all therapeutic recommendations including speech, occupational, and physical therapy and assisting ~~member~~~~consumers~~ in following special diets, exercise routines, or other therapeutic ~~programs~~~~regimes~~;
 - v. Mobility training, alternative, or adaptive communication training;
 - vi. Providing ~~appropriate~~ ~~general~~ supervision to ~~meet~~ the ~~member's~~~~consumer~~ ~~individual needs~~; and
 - vii. Opportunities for training and/or practice ~~for the member~~ in basic ~~life~~~~consumer~~ skills such as shopping, banking, money management, access and use of community resources, and community survival skills.
- G. Develop, maintain, or enhance independent functioning skills ~~for the member(s)~~ in sensory-motor areas, cognition, personal grooming, hygiene, dressing, eating, toileting, self-medication and first aid, recognizing symptoms of illness, and preventing accidents and illnesses.
- H. Assist each ~~member~~~~consumer~~ in developing methods of starting and maintaining friendships of his/her choice, as well as appropriate assertiveness, social skills, and problem solving abilities for use in daily interactions.
- I. Provide opportunities for ~~member(s)~~~~consumers~~ to participate in community activities and facilitate ~~their~~~~consumer~~ utilization of community resources.
- J. ~~Arrange and plan for~~~~Provide~~ transportation to support the ~~member~~~~consumer~~ in all daily living activities, e.g., day treatment and training, employment situation, medical appointments, visits with family and friends, and other community activities. Promote, as appropriate, the acquisition of skills necessary to access community transportation resources. Transportation of the member is the responsibility of the Developmental Home Provider, including fees associated with transportation.
- K. Provide room and board.
- L. Assist the ~~member's~~~~consumer's~~ ~~planning~~ ~~ISP~~ team in assessing the referred ~~member~~~~consumer~~ for ~~an~~ appropriate match with the licensed developmental home and participate ~~as a team member~~ in the development of the ~~planning document~~~~ISP~~.
- M. As needed, participate and cooperate with the Qualified Vendor and the Department for the development and implementation of Corrective Action Plans.

N. Ensure that the Developmental Home Provider(s) job, profession, or other obligations do not conflict with or limit appropriate supervision of the member. The Developmental Home Provider is responsible for the member on a 24/7/365 basis (allowing for school, day programs, and respite).

IV. Division of Developmental Disabilities Qualified Vendor Supported Developmental Home (Child and Adult) Terms and Conditions

A. **Compliance With Applicable Laws.** The materials and services supplied under this Agreement shall comply with all applicable Federal, State and local laws, and the Developmental Home Provider shall maintain all applicable licensing, certification and permit requirements.

A.1 In accordance with ~~A.R.S.~~ A.R.S. § 36-557 (Purchase of community developmental disabilities services; application; contracts; limitation), as applicable, all members who receive Agreement recipients of foster care services shall have all of the same specified rights as they would have if enrolled in a service foster home program operated directly by the State.

A.2 Nothing in this Agreement shall be construed as a waiver of an Native Indian American tribe's sovereign immunity. Nothing shall be construed as an Native American Indian tribe's consent to be sued or as consent by an Native American Indian tribe to jurisdiction of any State Court.

A.3 The Developmental Home Provider shall comply with the requirements related to reporting to a peace officer or consumer protective services incidents of crimes against children or vulnerable adults as specified in A.R.S. §§ 13-3620, 46-454, and 46-457.

A.4 The Developmental Home Provider shall comply with Public Law ("P.L.") 101-121, Section 319 [(21 United States Code ("U.S.C.") section 1352)] (as may be amended) and 29 Code of Federal Regulations ("C.F.R.") Part 93 (as may be amended) which prohibit the use of Federal funds for lobbying and which state, in part: Except with the express authorization of Congress, the Developmental Home Provider, ~~its employees or agents~~, shall not utilize any Federal funds under the terms of this Agreement to solicit or influence, or to attempt to solicit or influence, directly or indirectly, any member of Congress regarding pending or prospective legislation. Native American Indian tribes, tribal organizations, and any other Native American Indian organizations are exempt from these lobbying restrictions with respect to expenditures that are specifically permitted by other Federal law.

A.5 The Developmental Home Provider shall only provide services that are specified on the license facility's operating certificate issued by the Department. This includes the type of service or program, and the number, gender, and ages of member consumers the Developmental Home Provider(s) facility may receive for care.

- A.6 The Developmental Home Provider shall not accept referrals or provide Developmental Home services until the Developmental Home Provider has first obtained all required licenses, permits certifications, and an ~~A~~ agreement is signed by the Department approving the Developmental Home Provider to accept referrals or provide Developmental Home service.
- A.7 The Developmental Home Provider shall take proper safety and health precautions to protect the ~~member(s)~~ ~~consumer~~, the public and the property of the Developmental Home Provider.
- B. **Fingerprinting.** The provisions of the Arizona Administrative Code, Title 6, Chapter 6, Articles 10, 11 and 15, are incorporated into this Agreement in their entirety.
- C. **Central Registry.** The provisions of A.R.S. § 8-804 (as may be amended) are hereby incorporated in its entirety as provisions of this Agreement. The term “juvenile” in A.R.S. § 8-804 shall also mean “vulnerable adult” as defined in A.R.S. § 13-3623 (as may be amended).
- D. **Insurance.** The Developmental Home Provider is insured pursuant to A.R.S. §§ 41-621 and 35-154 *et seq.* and this signed Agreement.
- E. **Non-Discrimination.** ~~The~~ Developmental Home Provider shall comply with State Executive Order No. 2009-0999-4 and all other applicable Federal and State laws, rules, and regulations, including the American’s with Disabilities Act. ~~The~~ Developmental Home Provider shall comply with Title VI of the Civil Rights Act of 1964, which prohibits the denial of benefits of or participation in contract services on the basis of race, color, or national origin. ~~The Developmental Home Provider~~ ~~contractor~~ shall comply with the requirements of Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination on the basis of ~~disability~~ ~~handicap~~, in delivering contract services; and with Title II of the Americans with Disabilities Act, and the Arizona Disability Act, which prohibit discrimination on the basis of physical or mental disabilities in the provision of contract programs, services and activities.
- F. **Records.** Under A.R.S. §§ 35-214 and 35-215, the Developmental Home Provider shall retain all data and other records (“records”) relating to the acquisition and performance of the Agreement for a period of five (5) years after the completion of the Agreement ~~or if subject to Health Insurance Portability & Accountability Act (“HIPAA”), which requires a period of six (6) years after the completion of the Agreement.~~ All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the Developmental Home Provider shall produce a legible copy of any or all such records.
- ~~G. **Risk of Loss.** The Developmental Home Provider shall bear all loss of conforming material covered under this Agreement until received by authorized personnel at the location designated in the Agreement. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the~~

~~Developmental Home Provider regardless of receipt.~~

GH. Third Party Antitrust Violations. The Developmental Home ~~Pp~~provider assigns to the State any claim for overcharges resulting from antitrust violations to the extent that those violations concern material or services supplied by third parties to the Developmental Home ~~Pp~~provider, toward ~~the~~ fulfillment of this Agreement.

H. Code of Conduct. The Developmental Home Provider shall

1. Represent themselves, their credentials, and their relationships accurately to members and others in the community;
2. Participate as appropriate in the planning process (e.g., ISP), including the implementation of plan objectives;
3. Maintain member privacy and confidential information in conformity with Federal and State law, rule and policy;
4. Ensure that all individuals who participate in this Agreement have been trained and have affirmed their understanding of Federal and State law, rule and policy regarding confidential information;
5. Ensure that members receiving service are safely supervised and accounted for;
6. Act in a professional manner, honor commitments, and treat members and families with dignity and respect;
7. Display a positive attitude;
8. Have absolute zero tolerance for the following: sexual activity with members and family members; employ authority or influence with member and families for the benefit of a third party; exploit the member's trust in the Developmental Home Provider; or accept any commission, rebates, or any other form of remuneration except for payments by the Qualified Vendor.

I. Advising or Advocating on Behalf of a Member. The Developmental Home Provider shall comply with the requirements under 42 C.F.R. § 438.102 and the intergovernmental agreement between the Division and the Arizona Health Care Cost Containment System Administration ("AHCCCSA"). The Division may not prohibit, or otherwise restrict, a provider acting within the lawful scope of practice, from advising, or advocating on behalf of a member who is authorized to receive services from the provider for the following:

- i. The member's health status, medical care, or treatment options including any alternative treatment that may be self-administered.
- ii. Any information the member needs in order to decide among all relevant treatment options.
- iii. The risks, benefits, and consequences of treatment or no treatment.
- iv. The member's right to participate in decisions regarding his or her health care, including the right to refuse treatment, and to express preferences about future treatment decisions.

J. Address Confidentiality Program. The Developmental Home Provider shall comply with the requirements of Arizona Address Confidentiality Program, A.R.S. § 41-161 *et seq.* The Department will advise the Qualified Vendor as to applicable policies and procedures the Department has adopted for such compliance.

K. Limited English Proficiency. The Developmental Home Provider shall ensure that all services provided are culturally relevant and linguistically appropriate to the population to be served following Department Policy, Limited English Proficiency, DES 1-01-34.

L. Warranty of Services. The Qualified Vendor and the Developmental Home Provider, by execution of this Agreement, warrants that it has the ability, authority, skill, expertise, and capacity to perform the services specified in the Agreement.

M. Certification of Truthfulness of Representation. By signing this Agreement, the Qualified Vendor and the Developmental Home Operator certifies the following:

M.1 That all representations set forth herein are true to the best of its knowledge; and

M.2 That it will maintain all representations, comply with all covenants, and perform all duties throughout the term of the Agreement.

END

ⁱThe Provider Indemnity Program, better known as PIP, is an insurance program developed by the State which provides liability coverage for individual providers while caring for a State client, and acts of clients that result in damage to their property or to third parties. There is no charge to the individual provider for this coverage because PIP is funded by the State of Arizona. While PIP is not designed to meet all of the insurance needs an individual provider may require, PIP can respond to certain losses when an individual provider has been found negligent while providing necessary care to a client as part of the services which are required under the four covered programs. Each individual provider should check with his/her insurance agent to make sure that all other insurance needs are covered. Information regarding PIP may be found at:

http://www.azrisk.state.az.us/userfiles/file/Provider%20Indemnity%20Program%2011_19_08.pdf